

FS Agreement No. 13-PA-11030420-013
Cooperator Agreement No. _____

**MASTER
PARTICIPATING AGREEMENT
Between The
CITY OF FLAGSTAFF
And The
USDA, FOREST SERVICE
COCONINO NATIONAL FOREST**

This MASTER PARTICIPATING AGREEMENT is hereby made and entered into by and between the City of Flagstaff, hereinafter referred to as "The City," and the USDA, Forest Service, Coconino National Forest hereinafter referred to as the "U.S. Forest Service," under the authority: Cooperative Funds and Deposits Act of December 12, 1975, Pub.L. 94-148, 16 U.S.C. 565a1 – a3, as amended by the Consolidated Appropriations Act of 2008, Pub.L. 110-161, and the Omnibus Public Land Management Act, Pub.L. 111-11, Sec. 3001; Wyden Amendment, Section 323(a) of the Department of Interior and Related Agencies Appropriations Act, 1999, as included in Pub.L. 105-277, Div. A., Section 101 (e), as amended by Pub.L. 109-54, Sec. 434, and the Omnibus Public Land Management Act, Pub.L. 111-11, Sec. 3001; and Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498 ad amended by Publ. L. 104-127).

Background: Per the Memorandum of Understanding, 13-MU-11030420-012 (MOU), the U.S. Forest Service and the City agreed to work together to proactively improve the health and resiliency of forests and watersheds critical for providing and delivering water to the City and its customers, protect the City from flooding and sedimentation, protect public safety and provide for the economic vitality of the City and surrounding areas. Under the MOU, the U.S. Forest Service and the City agreed to develop and update annually a 5 year Action Plan to identify and prioritize joint projects in the Dry Lake Hills portion of the Rio de Flag Watershed and the Lake Mary Watershed, hereinafter referred to as Priority Watersheds, for 2013-2018.

This Participating Agreement, with an additional collection authority, allows for cooperative implementation of approved projects to meet our mutual goals, using both City and Forest Service resources, and for collection of City funds, as needed and approved, in support of the projects identified in the 5-year Action Plan.

Title: Project participation and implementation in support of the USFS Coconino National Forest and the City of Flagstaff Memorandum of Understanding 13-MU-11030420-012

I. PURPOSE

The purpose of this agreement is to document the cooperation between the parties to conduct forest treatments on National Forest System (NFS) lands within the Priority



Watersheds. The City and U.S. Forest Service resources will be contributed toward implementation of projects identified in the jointly-developed 5 year Action Plan and subsequent Annual Action Plan documents. City funds collected will be directed to the mutually agreed-upon projects in the specific area/project as included in the annually negotiated Annual Action Plans, in accordance with the following provisions and any incorporated Supplemental Project Agreement(s).

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS:

It is mutually beneficial to enter into this agreement to establish a framework for the development of individual Supplemental Project Agreements (SPAs) for the parties to work together on projects to accomplish their mutual goals.

The U.S. Forest Service administers more than 1.8 million acres of National Forest System Lands in northern Arizona within the Coconino National Forest. Nearly 1% percent of these lands are within Priority Watersheds that contributes to public water supplies and impacts public safety and the economic vitality of the area. Management of the public lands for forest and watershed health is key to protecting the City from flooding and sedimentation, protecting public safety and providing high quality water for municipal uses. In the Organic Administration Act of 1897, a principal purpose for establishment of the Forest Reserves (predecessor to the National Forest system) was to "secure favorable conditions of water flows."

The City of Flagstaff, Water Utility serves high-quality water and promotes its efficient use to thousands of City residents and businesses and millions of visitors each year. The City's Water Utility is funded by water rates, tap fees and grants. In addition, the City funds a Wildland Fire Management organization within the City's Fire Department to manage City forested lands, contribute to the protection and management of these lands, and contribute to fire and land management activities on federal and non-federal lands as appropriate and requested.

To achieve mutual benefits in the Priority Watersheds, the parties agree to work together to:

- a. Conduct forest thinning, debris disposal, prescribed fire, tree planting, riparian vegetation improvements, stream, spring and channel restoration, road decommissioning, road improvements, and other forest and watershed health treatments on National Forest System lands with the Priority Watersheds;
- b. Develop and update annually a 5-year Action Plan and subsequent Annual Action Plans to specify treatment zones and planned activities within each Priority Watershed, target accomplishments and funding commitments in accordance with the Provision V. C. below;
- c. Support the creation and continued refinement of assessments to determine which areas and treatments will have the greatest benefit for protecting the municipal water supplies and minimizing flood risk;



- d. Coordinate with other partners to provide education, technical and financial incentives to facilitate forest and watershed treatments on non-federal lands within the Priority Watershed to complement the work conducted on federal lands;
- e. Engage other partners to leverage additional funding and support; and
- f. Develop a shared communications and media campaign to increase public awareness and understanding of:
 - The importance of forest health for municipal water supplies, flood control, and public safety; and
 - The environmental and economic benefits of a proactive approach to restoring forest and watershed health.
 - Project plans, status, accomplishments, effects and “Lessons Learned” resulting from this shared effort

In consideration of the above premises, the parties agree as follows:

III. THE CITY SHALL:

- A. LEGAL AUTHORITY. The City shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- B. Contribute funds or resources for specific projects approved for cooperative implementation by The City, as mutually agreed and outlined in SPAs.
- C. Collaborate with the U.S. Forest Service to provide a written Joint Annual Report to the City Council and Forest Supervisor of cumulative and annual accomplishments, status of projects in progress and future planned projects with photographs, suitable for publication and/or news release. The Report should include any changes in scope, budget, goals, objectives and schedule as appropriate.
- D. Present the Joint Annual Report to the City Council, Forest Supervisor and public, as requested.
- E. Meet at least annually with the U.S. Forest Service to update the 5-year Action plan, review progress and select priority projects for implementation under the Annual Action Plan for the following year.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Contribute funds or resources for specific projects approved for cooperative implementation by the U.S. Forest Service, as mutually agreed and outlined in SPAs.



- B. Collaborate with The City to provide a written Joint Annual Report to the City Council and Forest Supervisor of cumulative and annual accomplishments, status of projects in progress and future planned projects with photographs, suitable for publication and/or news release. The Report should include any changes in scope, budget, goals, objectives and schedule as appropriate.
- C. Present the Joint Annual Report to the City Council, Forest Supervisor and public, as requested.
- D. Meet at least annually with The City to update the 5-year Action plan, review progress and select priority projects for implementation under the Annual Action Plan for the following year.
- E. Recognize The City has sole responsibility and authority to approve use of City bond funds for any and all activities and expenditures related to this agreement.
- F. Provide all necessary and requested documentation of expenditure of City bond funds in the detail and format required by The City for billing and audit purposes for each SPA.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

City Project Manager Contact	City Administrative Contact
Paul Summerfelt Wildland Fire Management Officer City of Flagstaff 211 W Aspen Flagstaff, AZ 86001 Phone: 928.213.2509 FAX: 928.213.2599 Email: psummerfelt@flagstaffaz.gov	Stacey Brechler-Knaggs Grants Manager City of Flagstaff 211 W Aspen Flagstaff, AZ 86001 Phone: 928.213.2227 FAX: 928.779.7656 Email: sknaggs@flagstaffaz.gov

**Principal U.S. Forest Service Contacts:**

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Mike Elson, District Ranger Coconino NF, Flagstaff Ranger District 5075 N Highway 89 Flagstaff, AZ 86004- Phone: 928.526.0688 FAX: 928.527.8255 Email: mtelson@fs.fed.us	Elizabeth Vensel Grants Management Specialist Coconino NF, Supervisor's Office 1824 S Thompson Street Flagstaff, AZ 86001-2693 Phone: 928.527.3561 FAX: 928.527.3620 Email: evensel@fs.fed.us

- B. **AVAILABILITY FOR CONSULTATION.** Both parties will make themselves available at mutually agreeable times for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- C. **SUPPLEMENTAL PROJECT AGREEMENTS (SPA).** Nothing in this agreement obligates either party to offer or accept any project proposals under this agreement. Any projects added to this agreement must be by mutual consent of the parties through a specific SPA.
- D. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or The City are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:
- To the U.S. Forest Service Program Manager, at the address specified in the agreement.
- To The City, at The City's address shown in the agreement or such other address designated within the agreement.
- Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.
- E. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts the U.S. Forest Service or The City from participating in similar activities with other public or private agencies, organizations, and individuals.
- F. **ENDORSEMENT.** Any of The City's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of The City's products or activities, and does not by direct reference or implication convey The City's endorsement of the U.S. Forest Service's products or activities.



- G. USE OF U.S. FOREST SERVICE INSIGNIA. In order for The City to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- H. USE OF THE CITY INSIGNIA In order for the U.S. Forest Service to use The City's insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from The City Program Manager. A written request must be submitted and approval granted in writing by The City Program Manager prior to use of the insignia.
- I. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY. The City agree(s) that any of their employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as The City hereby willingly agree(s) to assume these responsibilities.
- Further, The City shall provide any necessary training to The City's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. The City shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.
- J. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- K. NONDISCRIMINATION. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.
- L. ELIGIBLE WORKERS. The City shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The City shall comply with regulations



regarding certification and retention of the completed forms. These requirements also apply to any contract or SPA awarded under this agreement.

M. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

The City shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

2. Accounting Records

The City shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

3. Internal Control

The City shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. The City shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement. The City shall adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.

4. Source Documentation

The City shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and subgrant/contract documents, and so forth.

N. AGREEMENT CLOSEOUT. The City shall close out the agreement within 90 days after expiration or notice of termination.

Any unobligated balance of cash advanced to The City must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7 CFR 3016.21, 7 CFR 3019.22, or other relevant law or regulation.

Within a maximum of 90 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by The City.

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.



- O. PROGRAM PERFORMANCE REPORTS. The City and U.S. Forest Service shall jointly monitor the performance of the agreement activities to ensure that performance goals are being achieved, and submit a Joint Annual Report to The City and Forest Supervisor, as above.

Joint Annual Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output may be required if that information is useful.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

The City shall submit jointly (U.S. Forest Service and The City) prepared annual performance reports to the U.S. Forest Service Program Manager. These reports are due 30 days after the reporting period. The final performance report must be submitted either with The City's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

- P. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The City shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, "records" includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. The City shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

The City shall provide access to any project site(s) to the U.S. Forest Service or any of their authorized representatives. The rights of access in this section shall not be limited to the required retention period but shall last as long as the records are kept.

- Q. FREEDOM OF INFORMATION ACT (FOIA). Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).



- R. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- S. PUBLIC NOTICES. It is the U.S. Forest Service's and The City's policy to inform the public as fully as possible of its programs and activities. The City are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:
- "Coconino National Forest of the U.S. Forest Service, Department of Agriculture and the City of Flagstaff are working together to improve watershed conditions and protect the water supply for the City of Flagstaff residents, businesses and visitors...."
- The City and the U.S. Forest Service may call on or coordinate with each other's Public Affairs/Information Office regarding public notices. The City and the U.S. Forest Service are requested to provide copies of notices or announcements to the other's Program Manager and their respective Public Affairs/Information Office as far in advance of release as possible.
- T. U.S. FOREST SERVICE FUNDING OF EQUIPMENT. Federal funding under this agreement is not available for reimbursement of The City's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.
- U. THE CITY FUNDING OF EQUIPMENT. City funding under this agreement is not available for reimbursement of U.S. Forest Service's purchase of equipment as per The City's definition of equipment, unless this agreement is modified to allow such purchase. Supplies are those items that are not equipment.
- V. PROPERTY IMPROVEMENTS. Improvements placed by The City on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes the property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as other National Forest improvements. No part of this agreement entitles The City to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.



- W. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following The City's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). The City must maintain cost and price analysis documentation for potential U.S. Forest Service review. The City is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.

Additionally, federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this agreement where all or part of the funding is provided with U.S. Forest Service funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000 and Service Contract Act wage provisions apply to service contracts in excess of \$2,500

- X. GOVERNMENT-FURNISHED PROPERTY. The City may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. The City shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

Cooperator Liability for Government Property.

1. Unless otherwise provided for in the agreement, The City shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies—
 - a. The risk is covered by insurance or The City is/are otherwise reimbursed (to the extent of such insurance or reimbursement).
 - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of The City's managerial personnel. The City's managerial personnel, in this clause, means The City's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of The City's business; all or substantially all of The City's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. The City shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The City shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.
3. The City shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.



4. Upon the request of the Grants & Agreements Specialist, The City shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.

Y. OFFSETS, CLAIMS and RIGHTS. Any and all activities entered into or approved by this agreement will create and support afforestation/reforestation efforts within the National Forest System without generating carbon credits. The U.S. Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through partner assistance. The U.S. Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute regulations and forest plans.

Z. U.S. FOREST SERVICE AND THE CITY ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The City shall acknowledge the other's support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

AA. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The City shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)"

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

BB. REMEDIES FOR COMPLIANCE RELATED ISSUES. If The City materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the The City or more severe enforcement action by the U.S. Forest Service;



2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current agreement for The City's program;
4. Withhold further awards for the program, or
5. Take other remedies that may be legally available, including debarment procedures under 7 CFR part 3017.

CC. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:

1. When the U.S. Forest Service and The City agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
2. By 30 days written notification by The City to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated.

If, in the case of a partial termination, the U.S. Forest Services determines that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.

Upon termination of an agreement, The City shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to The City for the United States Federal share of the non-cancelable obligations properly incurred by The City up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

DD. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

EE. DEBARMENT AND SUSPENSION. The City shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should The City or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue



delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

- FF. COPYRIGHTING. The City are granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement. However, the cooperator shall not sell, or grant copyrights to a third-party designee who intends to sell the document as a profit making venture.

No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes. This right must be transferred to any sub-agreements or subcontracts.

This provision includes:

- The copyright in any work developed by The City under this agreement.
- Any right of copyright to which The City purchase(s) ownership with any federal contributions.

- GG. PUBLICATION SALE. The City may sell any publication developed as a result of this agreement. The publication may be sold at fair market value, which is initially defined in this agreement to cover the costs of development, production, marketing, and distribution. After the costs of development and production have been recovered, fair market value is defined in this agreement to cover the costs of marketing, printing, and distribution only. Fair market value must exclude any in-kind or federal government contributions from the total costs of the project.

- HH. TERMINATION FOR COLLECTION AGREEMENTS. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. The U.S. Forest Service shall not incur any new obligations for the terminated portion of this agreement after the effective date of termination and shall cancel as many obligations as possible. Full credit must be allowed for U.S. Forest Service expenses and all non-cancelable obligations properly incurred up to the effective date of termination. Excess funds must be refunded within 60 days after the effective termination date.

- II. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.



JJ. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through 5 years from the date of last signature, at which time it will expire.

KK. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

GERALD W. NABOURS, Mayor
City of Flagstaff, Arizona

1/22/13

Date

Attest:

Elizabeth A. Burke, City Clerk

1.22.13
Date

Approved as to form:

Rosemary H. Rosales, City Attorney

1/18/13
Date

M. EARL STEWART, Forest Supervisor
U.S. Forest Service, Coconino National Forest

28 Jan 2013
Date

The authority and format of this agreement have been reviewed and approved for signature.

Elizabeth A. Vensel
U.S. Forest Service Grants Management Specialist

12/21/2012

Date

**Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.